

To be completed by the Sponsor Representative in the Provider's Home

CACFP Agreement No.:		CACFP Provider No.:		Social Security No.:	
Name of Day Care Home Provider (Last, First, MI):		Telephone No.:		County Code:	
Mailing Address:		City:		State:	
Physical Address of Day Care Home (Street, Apt. #) (if different):		Ethnic Information (check one) <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Other			

DAY CARE HOME INFORMATION: The reason for this application: <input type="checkbox"/> New to the Program Pre-Approval Date _____ <input type="checkbox"/> Provider Moved Pre-Approval Date _____ <input type="checkbox"/> Transferred from another Sponsoring Organization <i>Provider transfer form is attached providing information regarding last month/year claimed</i> _____	TIERING INFORMATION: The Provider is (check one): <input type="checkbox"/> Tier 1 <input type="checkbox"/> Tier 2 <i>See Below:</i> The Provider is TIER 1 – because (check one): <input type="checkbox"/> Income Qualified (IQ) (verified DOH-4161 on file) <i>(Income eligibility MUST be determined annually)</i> <input type="checkbox"/> Categorically Eligible (CE) (verified DOH-4161 on file) <i>(Categorical Eligibility is qualified for 1 year)</i> <input type="checkbox"/> Area School (AS) (BEDS Code): _____ <i>(Area School is qualified for 5 years)</i> <input type="checkbox"/> Area Census (AC) (Census Code): _____ <i>(Area Census is qualified until new census data becomes available)</i> TIER 1 Status: Start Date: _____ End Date: _____
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LICENSE/REGISTRATION INFORMATION: Provider is: <input type="checkbox"/> Licensed/Registered <input type="checkbox"/> Enrolled/Informal <i>(Must be caring for a Subsidized Child)</i> <input type="checkbox"/> Military <input type="checkbox"/> In-Process <i>(Date of IP letter _____)</i> If Licensed: License/Registration No.: _____ Capacity: _____ Effective Date: _____ Expiration Date: _____	If the Provider is TIER 2, this reimbursement option is selected: <input type="checkbox"/> Sponsor <u>will</u> collect and verify a DOH-4160 annually for each child and determine eligibility for all enrolled children <input type="checkbox"/> Sponsor <u>will</u> collect CE information from CE households <input type="checkbox"/> Provider will receive Tier 2 rates for all meals served
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HOURS OF OPERATION: Day Care Home: Weekend Care: <input type="checkbox"/> Sat <input type="checkbox"/> Sun Opens: _____ AM / PM Closes: _____ AM / PM Day Care Home Operates Shifts: <input type="checkbox"/> Yes <input type="checkbox"/> No NUMBER OF <u>RESIDENT</u> CHILDREN ENROLLED IN PROGRAM: <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width:25%; height: 30px; vertical-align: top;">*Foster:</td> <td style="width:25%; height: 30px; vertical-align: top;"></td> <td style="width:25%; height: 30px; vertical-align: top;">*Provider's Own / Resident</td> <td style="width:25%; height: 30px; vertical-align: top;"></td> </tr> </table> *Are Provider's Resident and/or Foster Children Eligible based on DOH-4161? (DOH-4161 needs to be completed on a yearly basis.) Is this form on File? <input type="checkbox"/> Yes <input type="checkbox"/> No	*Foster:		*Provider's Own / Resident		MEALS – TIMES SERVED BY THE PROVIDER: <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width:25%;">Breakfast:</td> <td style="width:25%;"></td> <td style="width:25%;">Breakfast Shift Time:</td> <td style="width:25%;"></td> </tr> <tr> <td>AM Snack:</td> <td></td> <td>AM Snack Shift Time:</td> <td></td> </tr> <tr> <td>Lunch:</td> <td></td> <td>Lunch Shift Time:</td> <td></td> </tr> <tr> <td>PM Snack:</td> <td></td> <td>PM Snack Shift Time:</td> <td></td> </tr> <tr> <td>Supper:</td> <td></td> <td>Supper Shift Time:</td> <td></td> </tr> <tr> <td>LN Snack:</td> <td></td> <td>LN Snack Shift Time:</td> <td></td> </tr> </table> <i>It is very important to accurately indicate times of meals served – as well as shift times for meals if Provider operates shifts.</i>	Breakfast:		Breakfast Shift Time:		AM Snack:		AM Snack Shift Time:		Lunch:		Lunch Shift Time:		PM Snack:		PM Snack Shift Time:		Supper:		Supper Shift Time:		LN Snack:		LN Snack Shift Time:	
*Foster:		*Provider's Own / Resident																											
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Supper:		Supper Shift Time:																											
LN Snack:		LN Snack Shift Time:																											

I, the Day Care Home Provider , certify that the Application and Agreement has been read and explained to me by the Sponsor Representative identified on this form. I also certify that I am not participating in the Child and Adult Care Food Program under any other Sponsoring Organization. I understand that reimbursement for meals claimed is given in connection with Federal funds. I also understand that any deliberate misrepresentation of Program records will subject me to prosecution under applicable State and Federal criminal statutes. I certify that I will comply with the rights and responsibilities outlined in the Application and Agreement. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width:45%; text-align: center;"> _____ Signature of Day Care Home Provider </div> <div style="width:45%; text-align: center;"> _____ Date <i>(to be dated by the Provider)</i> </div> </div>	On behalf of the Sponsoring Organization , I certify that I have read and explained this Application and Agreement to the Day Care Home Provider identified on this form. As a representative of the Sponsoring Organization, I acknowledge that the Sponsoring Organization understands and agrees to comply with the rights and responsibilities outlined in the Application and Agreement. This agreement remains in effect until terminated by either party. <div style="margin-top: 20px;"> <input type="checkbox"/> I, the Sponsor Representative, have reviewed the agreement on the back of this application with the Provider. </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width:45%; text-align: center;"> _____ Signature of Sponsor Representative </div> <div style="width:45%; text-align: center;"> _____ Date <i>(to be dated by the Sponsor Rep)</i> </div> </div>
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Approved Beginning Date _____ <input type="checkbox"/> Not Approved <input type="checkbox"/> Closed as of _____	<input type="checkbox"/> Terminated as of _____ <div style="display: inline-block; border: 1px solid black; width: 30px; height: 30px; vertical-align: middle; text-align: center; line-height: 30px;">Initials</div> <div style="display: inline-block; border: 1px solid black; width: 30px; height: 30px; vertical-align: middle; text-align: center; line-height: 30px;">Date</div>
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AGREEMENT BETWEEN SPONSORING ORGANIZATION AND DAY CARE HOME PROVIDER

SECTION A – RIGHTS AND RESPONSIBILITIES – SPONSORING ORGANIZATION

1. The Sponsoring Organization agrees, in accordance with CACFP Regulations, to:
 - a. Train the Day Care Home Provider, hereinafter referred to as Provider, before beginning participation in the CACFP so the Provider is knowledgeable about the rules and regulations of the Program and the completion of required records.
 - b. Offer additional training sessions at least once a year scheduled at a time and place convenient to the Provider.
 - c. Inform the Provider of the Sponsoring Organization's policies regarding CACFP.
 - d. Respond to a Provider's request for assistance with program requirements.
 - e. Distribute CACFP record keeping forms to the Provider.
 - f. Reimburse Provider at the prevailing reimbursement rate with five (5) days of receipt of check from New York State. Reimbursement is subject to verification that all meals claimed and reimbursed meet Program requirements.
2. The Sponsoring Organization will visit the Provider, during normal hours of child care operations, to review meal service and the Program records at least three (3) times per year. At least two visits must be conducted unannounced.
3. The Sponsoring Organization may terminate this Agreement with the Provider when the Provider:
 - a. Moves the day care home to a new location.
 - b. Transfers the CACFP participation to another Sponsoring Organization.
 - c. Closes the day care home (e.g., is no longer providing child care).
 - d. Is terminated for cause or convenience.
 - e. Is reactivating after not participating for six months or more.
4. The Sponsoring Organization must give the Provider the right to appeal prior to termination and disqualification for cause, or for suspension.
5. The Sponsoring Organization may not charge any Provider a fee for participating in CACFP or for the cost of administering the Program.
6. The Sponsoring Organization must inform any Tier 2 Providers of their right to choose a reimbursement rate option; receive Tier 2 reimbursement rates for all children in care or receive mixed Tier 1 and Tier 2 reimbursement rates.
7. The Sponsoring Organization must keep the income eligibility information on enrolled children confidential.

SECTION B – RIGHTS AND RESPONSIBILITIES – DAY CARE HOME PROVIDERS

1. The Day Care Home Provider agrees, in accordance with the CACFP Regulations, to:
 - a. Attend training prior to participation in the CACFP and as required by the Sponsoring Organization. The Sponsoring Organization will specify the number of hours/sessions of training required per year.
 - b. Serve meals that meet the CACFP requirements for the ages of the children being served. The Provider may claim only one meal per child at each meal service. All children claimed must be enrolled in day care according to NYS Office for Children and Family Services (OCFS) requirements. The Provider will not receive reimbursement for meals served to persons who are over 13 years or older except as permitted in Number 11.
 - c. Maintain the following daily records and submit to the Sponsoring Organization:
 - 1) The menu served to enrolled children at each meal each day
 - 2) The number of enrolled children present daily
 - 3) The number of meals served to enrolled children at each meal service
 - d. The Provider must inform the Sponsoring Organization immediately upon a change in:
 - 1) Approved capacity
 - 2) Place or residence or location
 - 3) Income eligibility
 - 4) Telephone number
 - 5) Meals and snacks to be claimed
 - 6) Name Change
 - 7) Hours of Operation
 - 8) Number of Program participants, including foster children; and current enrollment information for participants
 - 9) Number of days that care will be provided and/or if care is provided on Saturday and Sunday
 - 10) License, registration, enrollment by OCFS, local DSS, New York City Department of Health, or other government agency
 - 11) The responsibility of the day care home to notify the Sponsoring Organization in advance whenever they are planning to be out of their home during the meal service period.
2. The Provider shall make attendance and menu records available to the Sponsoring Organization as required by the Sponsoring Organization. No menus will be accepted for reimbursement after thirty (30) days from the last day of the month for which reimbursement is being claimed. The Sponsoring Organization will specify when menu records must be submitted.
3. The Provider may claim meals served to the Provider's own enrolled child(ren) or foster child(ren) only if income eligible as documented by completing form DOH-4161. The Provider may claim meals served to income-eligible enrolled child(ren) when there is at least one (1) enrolled non-resident child present and being claimed at the same meal service.
4. The Provider will allow each and every representative from the Sponsoring Organization, New York State Department of Health and United States Department of Agriculture and other State and Federal offices to come into their home during normal hours of operation and have access to the meal service and records. Visits may be announced or unannounced.
5. The Provider must serve meals to all enrolled children without regard to race, color, national origin, sex, age, or disability.
6. The Provider may terminate this Agreement to participate in the CACFP with or without cause.
7. The Provider may transfer to another Sponsoring Organization no more than once every 12 months.
8. The Provider shall have current licensing approval, registration, or enrollment in accordance with State regulations and be in compliance.
9. The Provider may not charge separately for meals or snacks.
10. The Provider will provide meals to all children in attendance and must accommodate special dietary requirements.
11. The Provider may be reimbursed for meals served to enrolled migrant children up to the age of 15. Meals served to enrolled functionally impaired persons over the age of 12 may be reimbursed when there is at least one (1) enrolled non-resident child present and being claimed at the same meal service. Portion sizes and meal components must be in accordance with applicable meal patterns.
12. The Provider must, if instructed by the Sponsoring Organization, distribute parent information about CACFP.